

TO HAVE AND TO HOLD the same property as the other properties herein contained for a term of
years from this date (hereinafter called "Primary Term") and as long thereafter as all the covenants
and conditions contained in this instrument shall remain unbroken.

~~PROVIDE FROM SELLER REASONABLE EXPENSES FOR PREPARATION AND FOR THE DELIVERY OF THE PROPERTY PROVIDED AS PER CONTRACT. SEE DISCUSSION ON PAGE 10.~~

2. On or before the date of payment of the first rental, the lessor will be entitled to pay to the lessee for each month thereafter, except days of advance payment and saved from the lease premium, the sum of \$100.00 per month, plus \$100.00 per month for each month thereafter, except days of advance payment on the day such bill is run into the lease line account.

3. On or before the date of payment of the first rental, the lessor will be entitled to pay to the lessee for each month thereafter, except days of advance payment and saved from the lease premium, the sum of \$100.00 per month, plus \$100.00 per month for each month thereafter, except days of advance payment on the day such bill is run into the lease line account.

4. On or before the date of payment of the first rental, the lessor will be entitled to pay to the lessee for each month thereafter, except days of advance payment and saved from the lease premium, the sum of \$100.00 per month, plus \$100.00 per month for each month thereafter, except days of advance payment on the day such bill is run into the lease line account.

3. If gas leaves any well or wells on the premises capable of producing gas in commercial quantities, it shall hold or lease all the premises or be the management of gas for the period of one (1) year or more during which time there is no other production from the lease premises, then lesser leaseholder becomes obligated to pay as royalty 10% of the net sales equal to the daily rentals provided in paragraph number 6 hereof, whether during or after the primary term. In leasehold interests having different terms, the lesser leaseholder shall pay 10% of the net sales of all the leases in the leasehold interest.

all of the terms of this lease, including the abandonment clause, be conclusively deemed that gas is being produced from the premises during the time such well is not actually being drilled or completed for the first time.

3. If any gas well on the lease premises produces dry gas in excess of that required for operations purposes, lessor shall have the privilege, at the sole risk and expense of oil, gas, condensate, oil, gas, gas-condensate, gas, natural gasoline, water and other minerals and materials from the lease premises, to remove all such gas from the lease wells and tanks, for an operation purposes.

6. If operations for the drilling of a well for oil or gas are not commenced on the lease premises on or before one (1) year from the date hereof, then this lease, except as otherwise provided herein, shall terminate.

Credit Union shall provide, shall terminate as to both parties unless the trustee, on or before that date, shall pay or tender to trustee the full amount of the **Utility District**.

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Thirty seven and 23/100 Dollars 1837.23 which shall exceed the amount of the deposit.

7. It is expressly agreed that if lessor shall commence operations for the drilling of a well at any time while this lease is in force, this lease shall remain in force and the lessee all contour to the well and pay to lessor all rentals as such production may continue, then and in that event if a second well is not commenced on said land within twelve (12) months following the completion of the last rental period for which payment has been made, then and in that event if a second well is not commenced on said land within twelve (12) months from the first anniversary of this lease if such well is drilled during the first year of the lease, or within twelve (12) months from the date of commencement of the second year of the lease if such well is drilled during the second year of the lease, then and in the same manner as heretofore provided. If lessor fails to make the primary term of this lease, production on the lease premises shall cease from any time after than a period of more than three (3) years after such failure to make the primary term of this lease, production on the lease premises shall cease from any time after than a period of one (1) year following the date of cessation of production for payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of three (3) years from the date of cessation of production for payment of rentals in the manner and amount hereinbefore provided, then and in that event if a third well is not commenced on said land within twelve (12) months from the date of such cessation, then this lease shall not terminate and shall remain in force and effect during the duration of such operations, and if production results therefrom, then as long as such production continues or the well or wells are capable of producing.

B. Where required by law, lessor shall bury all pipe lines, wells as far back from the surface as the law permits, and the payment of taxes that shall be deemed to have been made when the wells or pipes are buried.

cultivated crops growing on said land, lessor shall pay lessor for damages caused by lessee's operations in cultivated field. Lessor shall pay lessor for damage caused by lessee's operations in cultivated field. At any time, either before or after expiration of this lease, to remove all trees and

and/or other structures and facilities placed on the lease premises by lessee or the operator of the right to draw and remove all oil, gas, water, and/or other fluids may also be used for tertiary injection on other areas of the lease or drilling on other areas of the lease or on other parts of the leasehold now or hereafter without the consent of lessor. Lessee is granted the right from time to time to abandon all or any part of the leasehold or any interest therein whether such other interest shall be held by another person or entity.

by the lessors thereof), when in lessee's judgment it is in the public interest or advisable in order to promote conservation, to properly develop or operate the land and interests to be leased, substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portion of the lease premises. Any unit formed by such pooling, provided that if all governmental regulations or orders shall preferable a spacing pattern for the development of the leasehold field will be the above described land, or a portion thereof, as disclosed hereinabove. The area pooled and the zones or formations and substances pooled shall be set forth by lessor in a "declaration of pooling" filed by record in the county in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in the declaration. The extent of the royalties and other rights specified, except that in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties and other rights as would have accrued to lessor had he been entitled to receive them on the land covered by this lease, which is equal to the amount of the surface acreage of the entire pooled area, less the amount of any transfer of any title to any leasehold, mineral, oil and gas interest pooled pursuant hereto. The convenience of all, well, the conduct of other drilling operations; the connection of all, well, or the operation of a producing unit in the pooled area, shall be considered for all purposes except for royalty purposes the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, land and filling and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all

10. The rights of either party herunder may be assigned in whole or in part and the assignee hereunder shall be entitled to their heirs, successors and assigns. But no charge or division of ownership of the land, rentals or royalties, however accomplished, shall operate or be construed as to affect the interest in the possession or control of the lessee, or of any other right, except by written instrument, separate from or existing at the time of the lease, and then only if such instrument is recorded in the office of the recorder of deeds of the county where the land or the right to receive rents, or royalties, heretofore, or any interest therein, however accomplished, shall he binding on the lessor except at lessor's option until three (3) days after lessor has been furnished with written notice of recordation of the supporting information hereinabove referred to, by the party claiming as the result of such change in ownership or interest. Such notice shall be supplied by original or certified copy of the original document and all other instruments or proceedings necessary to lessen or minimize the ownership of the claiming party. All advance payment of rentals made by lessee within the last 120 (120) days prior to recordation shall be binding on any new owner except as above, greater, lesser, devisee, administrator, executors, heir or successor to the lessee. In the event of an assignment, or a lease, or sub-lease, the lessee shall remain liable for all obligations of the lease.

above described as the rental payments hereunder shall be apportioned as to the lessee's pro rata share of the taxes and other expenses of the real property by one shall not affect the rights of the other leaseholders (including sublessees) ratably according to the surface area of each, and 21. In the event of a transfer of ownership of the leased property to another, the original leaseholder shall remain liable for all obligations under this lease, provided that the lessee has failed to comply with any obligation hereunder, express or implied, lessor shall notify lessee in writing, specifying in what manner the lessee has breached this lease. The service of such notice and lapse of sixty (60) days without lessee repairing or compensating to lessor the claimed breach shall be deemed a termination of this lease.

If trustee fails to pay interest on the entire fee or mineral estate (whether or not a lesser interest is stated above), the rentals and royalties herein provided shall be paid in that event, on the fees, interest, rentals and royalties.

13. All previous rights, powers, express or implied shall be subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same
14. All previous rights, powers, express or implied contained herein if such failure is caused by any such laws, orders, rules or regulations, the interpretation thereof, by any duly
15. All previous rights, powers, express or implied contained herein if such failure is caused by any duly authorized authority having or asserting jurisdiction thereover, or if lessor should be unable during said period to drill a well hereunder due to equipment necessary in the drilling
16. All previous rights, powers, express or implied contained herein if such lease shall continue until the 160 months after said order is abandoned and/or said equipment is
17. The rental thereon for the next succeeding rental anniversary after lessor shall have notified lessee of the occurrence of such reversion and will have furnished lessor with substitutionary roof
18. The rental thereon for the next succeeding rental anniversary after lessor shall have notified lessee of the occurrence of such reversion and will have furnished lessor with substitutionary roof

14. This lease and all of its terms and conditions shall be binding upon all successors of the lessor and the lessee. Should any one or more of the parties above named as lessors execute this lease, it shall nevertheless be binding upon all lessors who do execute it. Notwithstanding any language to the contrary, it is expressly understood and agreed that payment made by the lessee to the owner of any interest subject to this lease shall be sufficient payment hereunder in respect to such interest notwithstanding the placing
15. Lessee hereby agrees to pay to Lessor the sum of \$ per annum, for the purpose of waiving homestead, descent or bequest rights of inheritance, if any.

12. Lessor hereby warrants and agrees to defend the title to the land as so described and agrees that the lessee shall have the right at any time to redeem the lease, by paying, in full, all amounts due thereon, plus interest thereon at the rate of six percent per annum, or such other rate as may be provided by law, and agrees that any such payments made by the lessee for the lesser part, at lessor's option, be deducted from any amount of money which was formerly due or payable to him under the terms of this lease.

IN WITNESS WHEREOF we sign this as of the day and year first above written.

STATE OF California
COUNTY OF AlamedaOklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this
day of April, 1981, personally appeared Eileen Judith Ryan, formerly Ilene Poore,
a married woman, dealing in her sole and separate property

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to me known to be the identical person..... described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she..... duly executed the same as her..... free
and voluntary act and deed for the uses and purposes therein set forth.IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires Jan 29 1985 Deputy R. Read Notary Public

(SEE REVERSE SIDE OF THIS DOCUMENT FOR NOTARY SEAL)

STATE OF

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,

COUNTY OF

Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this
day of April, 19..... personally appeared.

and

to me known to be the identical person..... described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she..... duly executed the same as her..... free
and voluntary act and deed for the uses and purposes therein set forth.IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires Notary Public

State of

ACKNOWLEDGMENT (For use by Corporation)

County of

On this day of A. D. 19..... before me personally
appeared, to me personally known, who, being by
me duly sworn, did say that he is the _____ of _____
and that the seal affixed to said instrument is the corporate seal of said corporation
and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said
acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of A. D. 19.....

(SEAL)

Notary Public

My Commission expires

FROM		Dated	19	No. Acres	County	Town	This instrument was filed for record on the 21st day of April, 1981, at 12:10 o'clock P.M., and duly recorded in Volume 160, page 517-519, of the records of this office.		
TO							By	Deputy	
							When recorded return to		
							Eileen Judith Ryan		
							750 Lincoln Avenue Suite 100 Alameda, CA 94501		

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